

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

JODI FITTIPALDI AND LEXI FITTIPALDI,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

MONMOUTH UNIVERSITY,

Defendant.

Case No. 3:20-cv-05526-MAS-ZNQ

**STIPULATION PERMITTING
PLAINTIFFS TO FILE
SECOND AMENDED CLASS
ACTION COMPLAINT**

Pursuant to Fed. R. Civ. P. 15(a)(2), Plaintiffs Jodi and Lexi Fittipaldi (collectively, “Plaintiffs”) and Defendant Monmouth University (“Defendant”), by and through their respective counsel, hereby enter into the following stipulation:

WHEREAS, on May 4, 2020, Plaintiff Jodi Fittipaldi filed the initial Class Action Complaint [ECF No. 1];

WHEREAS, on September 8, 2020, Plaintiffs Jodi and Lexi Fittipaldi filed their First Amended Class Action Complaint [ECF No. 20];

WHEREAS, on October 22, 2020, Defendant filed a motion to dismiss Plaintiffs’ First Amended Class Action Complaint [ECF No. 24];

WHEREAS on June 1, 2021, the Court granted in-part and denied in-part Defendant’s motion to dismiss [ECF No. 37], and therein stated at footnote 10 that “[t]o the extent Plaintiff’s assert that specific fees are subject to and amenable to a standard contract analysis, Plaintiffs may file a motion for leave to amend to include a standard breach of contract claim for those specific fees”;

WHEREAS Plaintiffs have drafted a Second Amended Class Action Complaint asserting a breach of contract claim as it relates to Monmouth's Comprehensive Fee;

WHEREAS, pursuant to Fed. R. Civ. P. 15(a)(2), Plaintiffs "may amend [their] pleading...with the opposing party's written consent";

WHEREAS, Plaintiffs presented a proposed version of the Second Amended Class Action Complaint to Defendant on August 5, 2021, and all Parties to this action consent in Plaintiffs' filing the August 5, 2021 version of the Second Amended Class Action Complaint without leave of Court;

WHEREAS, by entering into this stipulation, Defendant does not waive its rights to move to dismiss or strike Plaintiffs' Second Amended Class Action Complaint or to assert any other defense it may have to Plaintiffs' Second Amended Class Action Complaint;

NOW THEREFORE, pursuant to Federal Rule of Civil Procedure 15(a)(2), Defendant consents to the filing of Plaintiffs' Second Amended Class Action Complaint, which shall be filed within three (3) business days of the Court's granting of this stipulation. Plaintiffs agree that Defendant's consent is without waiver of any defenses or motions Defendant may assert or file in response to the Second Amended Class Action Complaint.

Dated: August 5, 2021

BURSOR & FISHER, P.A.

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Attorneys For Plaintiffs

Dated: August 5, 2021

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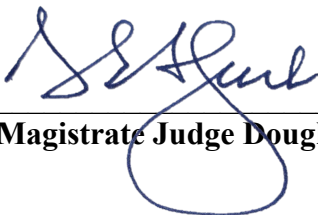
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Attorney for Defendant

Dated: August 5, 2021

SO ORDERED on this 9th day of August, 2021:



Magistrate Judge Douglas E. Arpert